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August 8, 2006

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1 have my boat and I am going to store it post season.
2 So I come to Oyster Harbors Marine in, let's say,
3 October and I want to store my boat until the
4 following spring/summer sailing season. What are
5 the steps that are gone through for me to store my
6 boat at Oyster Harbors Marine as of December 2003?

7 A. You would bring your boat to us, sign a
8 contract, storage contract, provide us with -- first
9 of all, you'd call us and ask about storing the
10 boat. If we agreed to store the boat, we would send
11 you a storage contract and ask you to return the
12 storage contract signed with a deposit for storage.

13 Then you'd bring your boat into us,
14 at which time we would do an inventory of items on
15 the boat. They would then winterize the engine,
16 haul the boat out of the water, complete the
17 winterization of the engine, pressure wash the
18 bottom, unload the boat onto stands and blocking,
19 wash the boat, cover the boat, and the boat is in
20 storage.

21 Q. Now, when I come back to get my boat the
22 following season, what would have been the
23 procedures in, let's say, 2003-2004 for me to
24 retrieve my boat?

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1 **What would that be?**

2 A. Two of our people would take the boat out
3 for a sea trial, a captain and mechanic, to make
4 sure the boat ran properly so when you took the boat
5 away, there was no question that it ran.

6 **Q. Now, between the time the boat was hauled**
7 **out of the water and placed in storage and the time**
8 **the boat is placed back into the water, if a**
9 **customer were to come and wanted to see their boat,**
10 **what procedure would they go through as of December**
11 **10, 2003?**

12 A. They would come in and see the service
13 manager. The service manager would then get one of
14 our people to go with the customer and show him the
15 boat. The customer is not allowed to go on the boat
16 by himself.

17 **Q. Why not?**

18 A. Well, we don't allow people doing any work
19 in the yard; it's not a do-it-yourself yard. It's a
20 full service yard, but it's serviced by us; we do
21 not allow customers on their own. They can
22 certainly walk through the yard, but we don't allow
23 them onto the boats.

24 **Q. How much advance notice would be required,**

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1 if any, to give to the service manager in order to
2 come see the boat?

3 A. Well, it would be nice if we had advanced
4 notice, but that doesn't always happen. It's
5 usually not a problem. We have very few people that
6 come down and ask to see their boats.

7 Q. Now you said that customers could walk
8 through the yard. In order to gain access to the
9 yard to walk through the yard, as of December 10,
10 2003, what would a customer do?

11 A. Customer could just drive in his car, park
12 his car. There's an area that's marked where they
13 can park. There's an area that's marked where we
14 ask customers not to go. But if we are open, there
15 are people there to direct the customers to the
16 service department.

17 Q. If I understand you correctly, Oyster
18 Harbors Marine doesn't want people, sort of,
19 unannounced walking through the yard; is that
20 correct?

21 A. We prefer that.

22 Q. Is that for safety reasons?

23 A. For safety reasons for us and the
24 customer.

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1 was moved to your property at some point; is that
2 correct?

3 A. It was on the same property not far from
4 where it ended up. The difference was that it was
5 perpendicular to the water, like this table, and as
6 it ended up, it ended up perpendicular to the table,
7 so it would have been parallel to the water.

8 Q. So it was just moved from --

9 A. It was just from one location to another
10 as the boatyard evolved.

11 Q. The storage agreements that you testified
12 about, these agreements, are they something that's
13 negotiated with the customer, or is it a
14 take-it-or-leave-it basis?

15 A. No, it's not negotiated.

16 Q. So it's a take-it-or-leave-it document?

17 A. Yes.

18 Q. Is it a document that's preprinted?

19 A. Yes.

20 Q. Where do you obtain the documents
21 themselves? Do you have them printed up by someone?

22 A. Yes.

23 Q. Who prints them?

24 A. A commercial printer, I don't know who.

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1 Q. Do you use the same form today that you
2 used in 2003?

3 A. Yes.

4 Q. And prior to 2003, how long had you been
5 using that same form, to your knowledge?

6 A. I don't recall when we used anything
7 different.

8 Q. So at least as long as you've been working
9 there?

10 A. Yes.

11 Q. You talked about a boat owner's ability to
12 get access to their boat to do work, and you said
13 you don't allow boat owners to do work on your
14 premises, correct?

15 A. Correct.

16 Q. What about if during the winter storage
17 period a boat owner wanted to get access to their
18 boat to pick up a piece of personal property that
19 they left there, would they still need to get your
20 permission to do that?

21 A. Yes.

22 Q. So it's not just work that you don't
23 allow, it's any access to the boat whatsoever?

24 A. Correct.

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